

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type                             |
|--------------------|----------|----------------|---|
| Paradise Gold, LLC |          | 02/13/2012     | Limited Liability Corporation: ILLINOIS |

**RECEIVING PARTY DATA**

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | Bloomington Gold Enterprises, Inc. |
| <b>Street Address:</b> | 705 East Lincoln Street, Suite 201 |
| <b>City:</b>           | Normal                             |
| <b>State/Country:</b>  | ILLINOIS                           |
| <b>Postal Code:</b>    | 61761-6406                         |
| <b>Entity Type:</b>    | CORPORATION: KENTUCKY              |

**PROPERTY NUMBERS Total: 13**

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 1721192 | BENCHMARK          |
| Registration Number: | 1444537 | BLOOMINGTON GOLD   |
| Registration Number: | 1770533 | BLOOMINGTON GOLD   |
| Registration Number: | 1810447 | BLOOMINGTON GOLD   |
| Registration Number: | 1373063 | BLOOMINGTON GOLD   |
| Registration Number: | 1703964 | GOLD CERTIFIED     |
| Registration Number: | 1801039 | GOLD FIELD         |
| Registration Number: | 1804882 | GOLD MINE          |
| Registration Number: | 1880189 | GOLD TIMER         |
| Registration Number: | 1751671 | SPECIAL COLLECTION |
| Registration Number: | 1590274 | SURVIVOR           |
| Registration Number: | 3366993 | SURVIVOR CERTIFIED |
| Registration Number: | 3415111 | THE GOLD STANDARD  |

CH \$340.00 1721192

**CORRESPONDENCE DATA**

Fax Number: (202)659-1559  
Phone: (202) 457-0160  
Email: trademark@dickinsonwright.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Nicole M. Meyer  
Address Line 1: 1875 Eye Street, N.W., Suite 1200  
Address Line 2: Dickinson Wright PLLC  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

|   |                   |
|---|-------------------|
| ATTORNEY DOCKET NUMBER:   | 51312-0001        |
| NAME OF SUBMITTER:  | Nicole M. Meyer   |
| Signature:  | /Nicole M. Meyer/ |
| Date:   | 02/15/2012        |
| Total Attachments: 5<br>source=ParadiseGoldSecurityAgmt#page1.tif<br>source=ParadiseGoldSecurityAgmt#page2.tif<br>source=ParadiseGoldSecurityAgmt#page3.tif<br>source=ParadiseGoldSecurityAgmt#page4.tif<br>source=ParadiseGoldSecurityAgmt#page5.tif |                   |

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into and effective this 13th day of February, 2012, by and between Paradise Gold, LLC, a limited liability corporation organized under the laws of Illinois ("Grantor"), with a business location at 705 East Lincoln Street, Suite 201, Normal, Illinois 61761-6406 and Bloomington Gold Enterprises, Inc., a corporation incorporated under the laws of the State of Kentucky ("Secured Party"), with a business location at 705 East Lincoln Street, Suite 201, Normal, Illinois 61761-6406. Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

### RECITALS

A. WHEREAS Grantor is the owner of the trademarks and service marks set forth in Schedule "A" attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. WHEREAS concurrent herewith, Grantor and Secured Party are entering into the Promissory Note, dated as of February 13, 2012 (the "Promissory Note"), pursuant to which Secured Party will be extending certain financial accommodations to Grantor.

C. WHEREAS pursuant to the Promissory Note (as amended, restated, supplemented or extended from time to time), Grantor has granted to Secured Party and as consideration for the Promissory Note, a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark and service mark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

D. WHEREAS pursuant to the Promissory Note, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

#### ***Section 1. Grant of Security Interest in Trademarks***

1. Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently now owned or existing or hereafter arising or acquired, and wherever located to secure the prompt and complete payment and performance of terms of the Promissory Note:

- (a) all of the trademarks and service marks referred to in Schedule "A" hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;

(b) all licenses associated with the use of any of such trademarks and/or service marks; and,

(c) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks or service marks, or for injury to the goodwill associated with any such trademarks or service marks.

***Section 2. Security for Obligations***

2. This Agreement secures, and the Trademark Collateral is collateral security for, the performance in full of the terms of the Promissory Note.

***Section 3. Remedies***

3. After the occurrence and during the continuance of any Event of Default (as defined in the Promissory Note), Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies set forth in the Promissory Note and under the Uniform Commercial Code.

***Section 4. Recordation***

4. The Grantor hereby authorizes and requests the Secured Party to record this Trademark Security Agreement with the United States Patent and Trademark Office.

***Section 5. Miscellaneous***

5. This Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right or privilege hereunder or under the Promissory Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

8. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of Illinois, applicable to contracts executed and fully performed within the State of Illinois, without regard to conflicts or choice of laws principles.

9. After termination of the Promissory Note and when Secured Party has received payment and performance, in full, of all Obligations, Secured Party shall execute and deliver to Grantor a termination of all of the security interests granted by Grantor hereunder.

10. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision and shall not affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. The benefits and obligations of this Agreement, in conjunction with and including the Promissory Note, shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties.

12. Grantor shall have the duty, to the extent necessary or desirable in the normal conduct of Grantor's business to (i) preserve and maintain all of Grantor's rights in the trademarks and service marks and registrations therefor that are part of the Trademark Collateral. All expenses incurred in connection with the foregoing shall be borne by the Grantor. Secured Party shall not have any obligations with respect to the Trademark Collateral. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the obligations and liabilities of the Promissory Note secured hereby.

13. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties and shall remain in full force and effect until the liabilities and obligations of the Grantor to the Secured Party have been satisfied in full, including all obligations under the Promissory Note.

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 13th day of February, 2012.

**BLOOMINGTON GOLD ENTERPRISES, INC.**

Dated: February 13, 2012

By:

  
Dana Mecum  
President

STATE OF ILLINOIS )

) ss.:

COUNTY OF MCLEAN )

Dana Mecum, being duly sworn, did depose and say this 13th day of February, 2012, that he has read and signed the foregoing Trademark Security Agreement and knows and understands the contents thereof, that he is the President of Bloomington Gold Enterprises, Inc. and is authorized to sign this document on its behalf.

My commission expires:


**"OFFICIAL SEAL"**  
Terrence J McKenna  
Notary Public, State of Illinois  
Commission Expires 6/10/2014

  
Notary Public

PARADISE GOLD, LLC

Dated: February 13, 2012


By:

  
\_\_\_\_\_  
Guy Larsen  
President

STATE OF ILLINOIS     )  
  )     ss.:  
COUNTY OF MCLEAN    )

Guy Larsen, being duly sworn, did depose and say this 13th day of February, 2012, that he has read and signed the foregoing Trademark Security Agreement and knows and understands the contents thereof, that he is President of Paradise Gold, LLC and is authorized to sign this document on its behalf.

  
My Commission Expires:

  
\_\_\_\_\_  
Notary Public

**Schedule A**  
**to Trademark Security Agreement**

| <b><u>MARK</u></b>        | <b><u>REGISTRATION NUMBER</u></b> |
|---------------------------|-----------------------------------|
| BENCHMARK                 | 1,721,192                         |
| BLOOMINGTON GOLD          | 1,444,537                         |
| BLOOMINGTON GOLD          | 1,770,533                         |
| BLOOMINGTON GOLD & Design | 1,810,447                         |
| BLOOMINGTON GOLD & Design | 1,373,063                         |
| GOLD CERTIFIED            | 1,703,964                         |
| GOLD FIELD                | 1,801,039                         |
| GOLD MINE                 | 1,804,882                         |
| GOLD TIMER & Design       | 1,880,189                         |
| SPECIAL COLLECTION        | 1,751,671                         |
| SURVIVOR                  | 1,590,274                         |
| SURVIVOR CERTIFIED        | 3,366,993                         |
| THE GOLD STANDARD         | 3,415,111                         |